



Lettings Policy

Creswick Primary & Nursery School

Fay Brett, Headteacher

‘Learning
for Life’

Events are not included within this policy ie when PTA or staff are on site / events are organised to raise money for the school.

The Governing Body welcomes applications from the community to use the school buildings and grounds.

This policy works alongside the Terms and Conditions under which Accommodation and Services can be Provided - HCC Form LT02 and HIRE AGREEMENT. Both must be read, adhered to and completed prior to a letting.

It is the policy of the Governors to authorise lettings:

1. Of an educational nature for adults and/or children
2. To local community groups and associations
3. For commercial purposes where these do not conflict with the and aims of the school and provided that the hirer does not claim that the governing body or Headteacher or staff endorse the products or services being offered

All lettings must be authorised by the Headteacher and be reported to the Governing Body Resources Committees.

Lettings within school hours will only be considered if it is to the benefit of the education of the school or the families of the school. Such lettings must not disturb or distract from any learning within the school. Failure to do so, will result in a termination of the letting.

All lettings must be dated and a maximum letting of 8 weeks can be agreed at one time. Lettings can occur on an hourly, daily, weekly basis, subject to Point 4 :Other Information regarding lettings.

If there is a holiday letting, the security and insurance of the buildings must be considered. Alarms must be set at the end of each letting. The turning off and setting the alarms may be designated to the hirer. If this is the case, failure to set the alarm at the end of the letting will result in a termination of the lettings in the holidays.



All lettings must end by 9.00 pm. However, special extensions to this time may occur with the authorisation of the Headteacher and governors; a separate application would need to be completed for this purpose.

The Governing Body recognises its responsibility to make the school available for electoral purposes if required to do so by the Returning Officer.

The Governing Body has decided not to permit car boot sales on playgrounds due to the fact they result in oil spillages that affect the children's welfare and because of the long-term wear and tear on the playgrounds. However, the car park may be used if agreed by the Headteacher.

The Governing Body does not authorise the letting of the school premises for private parties or private social purposes, for example, birthday parties or wedding receptions. However, special requests from staff and governors for the use of the school premises may be given subject to the approval of the Headteacher and Chair of Governors. Alcohol will only be permitted on site following a code discussed with the Headteacher and Chair of Governor, alcoholic licences in place and following legal guidelines regarding alcohol.

The Governing Body recognises its responsibility to ensure that public funds provided for the education of pupils are not used to subsidise lettings: these will be charged at rates that cover all costs including wear and tear, and provided a modest profit margin for lettings in categories 1 and 2 above and a greater margin for category 3.

Responsibility for policy, charges, authorisation and administration of lettings

The School Resources Committee is responsible for keeping the Lettings Policy under review and for recommending any changes to the full governing body for decision-making.

The School Resources Committee has been delegated authority to fix the scale of charges for lettings annual; these will be normally fixed in March for the following financial year and will be reported to the next governing body meeting.

The authorisation of lettings is delegated to the Headteacher (who shall consult the School Resources Committee in cases of doubt) and



administration of lettings is delegated to the School Administrator and Site Manager, all of whom shall act within the framework of this policy document as amended from time to time. No lettings will be permitted unless:

1. The hirer produced to the relevant administrator a signed Conditions of Hire Contract plus:
2. The Administrator has received copy of the permit endorsed to show that the hirer has accepted the conditions of the letting, has paid the required deposit and lettings charges.

LETTINGS ADMINISTRATION

1. Hirers will be directed to make their initial enquiries to the administrator who will provide details of lettings charges and conditions. The hirer will be notified whether the premises are available on the required date or not and, if appropriate will give the hirer and application form which is to be returned to the relevant office.

2. The hirer will return the application form to the administrator.

3. The above will check:

- a) That the letting is of a type that can be authorised
- b) With the school diary that the premises are available
- c) With the Headteacher that the letting can be staffed,
- d) Whether a deposit is required.

Subject to these checks, the Administrator will issue a permit and invoice or notice of refusal.

4. The hirer will return a signed copy of the permit accepting the conditions of the letting and enclosing the deposit, if required. Deposits will normally be paid by cheque supported by a banker's card; cash can be accepted only at the discretion of the School Business Manager. The School Business Manager will endorse the signed copy of the permit returned by initialling it to show that she has received it.



5. The hirer is required to obtain any necessary permit from the Local Authority, for example, a public entertainment licence or alcohol licence and to provide a copy of the permit returned by the hirer to show that any necessary permits have been obtained.
6. The hirer is required to pay the full lettings charge, by cheque supported by a banker's card, at least fourteen days before the date of the letting or, exceptionally and at the discretion of the administrator, by cash at least seven days before the date of the letting. The administrator will endorse the signed copy of the permit returned by the hirer to show that payment has been made.
7. The School Business Manager will provide the administrator with a copy of the permit signed by the hirer to show that payment has been made.
8. Notice of cancellation shall be given by the hirer at least three days before the hiring date, failing which the full lettings charge is payable. A returnable deposit may be requested at the discretion of the Headteacher.
9. The Administrator will permit the letting to take place only if he has received the above permit endorsed by the School Business Manager.
10. The Site Manager will report to the School Business Manager whether any additional costs have been incurred because of extra cleaning, overrun of the lettings period, damage or other reasons. The School Business Manager will decide whether the deposit should be returned and, if so, shall report her decision and reasons to the Headteacher and subsequently to the hirer. The Headteacher shall discuss serious damage with the hirer and shall report it to the police and the insurers.
11. If the school has to cancel a letting for any reason, the School Business Manager shall give as much notice as possible but shall not be liable for any consequential loss of the part of the hirer.
12. Private Property: No responsibility can be accepted by the Governors of the County Council for loss of, or damage to, any property, which may be brought onto the premises as a result of letting.
13. The hirer shall not permit any interference with the gas system, pipes, electric wiring, light switches, or other installations of the school without the previous consent of the Governors in writing.



14. No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Governors in writing.

15. All electrical equipment used must be PAT tested.

16. The premises and rooms must be tidied and organised back to the same state after each letting.

17. Damage to resources or parts of the building must be reported to the Headteacher and all damages must be paid for by the hirer.

SCHOOL RESPONSIBILITIES

For the duration of the letting period schools will be responsible for ensuring:

All hirers of HCC premises have £5M public liability insurance (Schools can charge an additional insurance premium 5% of letting fee to be covered under HCC's scheme).

Adequate means of escape in the event of an emergency and availability of equipment should an emergency arise (fire extinguishers, first aid kit, availability of a phone -or need to clarify that hirers will provide mobile).

Ensure emergency evacuation procedure is known by hirer.

Safe equipment and premises.

Adequate heating, lighting and welfare facilities.

Contact number available to deal with defects / problems.

Arrangements in place to ensure security of premises at the end of the letting period.

Facilities used in a responsible manner which does not compromise the safety of users or the premises or equipment.



Emergency exits, fire extinguishers and alarm points are not obstructed.

DESIGNATED SITE MANAGER RESPONSIBILITIES

There are 2 different types of lettings that require the Site Agent to oversee.

Lettings (A) - where a regular, organised group with relevant paperwork.

Lettings (B) - where members of the public are on site

Letting A will only need opening and locking up by a key holder.

It is the policy of the Governing Body that Lettings B will be supervised by the Site Manager, or if they is not available, a substitute authorised by the Headteacher. The Headteacher may authorise the hirer to stay on site if this is deemed suitable. A contact number regarding emergencies will be given. The designated staff member is required to remain at the school for the full duration of the letting. If they have to leave the premises because of an **emergency**, they must in the first instance attempt to obtain cover. If cover is unavailable they must close the school. The hirer will then be reimbursed with the cost of the let.

HIRER RESPONSIBILITIES

Hirer to ensure:

Adequate supervision.

No school equipment other than that specified is used.

Familiarity with emergency procedures / equipment i.e. fire extinguishers, alarms, telephone, and first aid. Etc

Nails, tacks, screws etc are not to be driven into walls, floors, ceilings, furniture or fittings.

Park in designated areas, leaving access for emergency vehicles etc.

Facilities used in responsible manner which does not compromise safety of users of premises or equipment.

Key Holders

The school will maintain a list of key holders and will ensure that the Site Agent is aware of that list. The Governors and Headteacher authorises the key holders. An arrangement regarding the alarm system may be authorised (separate alarm codes).

Health & Safety

The hirer must contact the school to read the Fire Procedures and risk assessments and the Health & Safety Policy in place for the premises.

Preparation

The Site Agent will prepare the accommodation for the letting by:

1. Opening and zoning the premises according to the requirements
2. Providing adequate heating and lighting
3. Making available any furniture and equipment booked by the hirer.

It will be for the hirer to set out furniture as required and put back as first found.

Start of Letting

The hirer must produce a permit signed by the school, which the designated Site Manager must match with the copy endorsed by the school to show that the letting is authorised, that deposit and payment have been made and that any necessary permits have been obtained. The Site Manager must point out the position of fire alarms and fire exits and must make available cleaning equipment in order that the hirer can leave the premises reasonably clean and tidy. The Site Manager must also point out where he can be found in case of problems, enquiries or emergencies.

HIRING CHARGES

Rooms are charged for community use to the nearest half hour. The rates below are for an hour's hire.

School Designated Areas:

ROOM	COST (exc caretaker and/or cleaning)	COST (inc caretaker and/or cleaning)
Hall	£15.00	£20.00
Dining Room	£15.00	£20.00
Library	£15.00	£20.00
Pitches	£15.00	£20.00

All hiring fees include use of cloakroom facilities for both adults and children.

Other Information regarding Lettings:

1. A concessionary rate may be applied when a service benefits the school. This decision is at the discretion of the Headteacher.
2. An additional charge may be levied should a let overrun. A cleaning charge may also be applied.
3. A late booking charge and cancellation charge may also be levied.

1. TERMINATION (Form LT02)

- 1.1 If the Governors are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Governors.
- 1.2 The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- 1.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 1.4 The Governors and County Council also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is



considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.

- 1.5 In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and County Council shall have no further liability in that respect.

Creswick Primary & nursery School
HIRING PREMISES MANAGEMENT AGREEMENT

It is agreed by both parties this Hiring Management Agreement is put in place to ensure the smooth running of the whole site. Both parties duly agree to abide by the provisions detailed below.

This agreement is made on **DATE** and will be valid for **XX** Months unless terminated before **DATE (End date)**

Agreement between:

Creswick Primary & Nursery School, Sire John Newsom Way, Welwyn Garden City, Herts, AL7 4FL. Tel: 01707323038
Contact details: Contracts - Kelly Holder, Invoice Queries - Melanie Blackman

Hirer, address, contact details

1. Use of Premises

Description of use of premises

- Access (including rooms to be used or out of bounds)
- Security of premise (keys & alarms)
- Hours of usage (to include set up and Cleaning)
- Cleaning
- Equipment (including safety checks)
- Car Parking (specific arrangements)

Rates and Charges

- Hourly / Day rate
- Free of charge?
- What this does and doesn't include (see below)

LETTING TERMS AND CONDITIONS

2. Premises

- 2.1 Users of the premises must remember that the building is primarily intended for other use and much trouble and work will be saved if premises are treated with care and respect.
- 2.2 Documents and equipment should not be touched and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 2.3 The Hirer is to confine his/her activities to the accommodation hired and is not to use any other part of the building except as is necessary for access purposes.

- 2.4 At the end of the let it is the Hirer's responsibility to leave the accommodation in a satisfactory condition and to move the furniture back to its original position or to such a place as will facilitate cleaning. Failure to do this may result in an extra charge for the additional time spent cleaning.
- 2.5 Hirers must not use any equipment or rooms not covered in this agreement unless the request has been agreed to *in writing* at least 7 days in advance of the let, by **school**.
- 2.6 The minimum letting period shall be **X** hours.
- 2.7 Consideration must be given to local residents with regard to noise and car parking
- 2.8 Any lettings may be subject to a trial period of **x months**

3. Financial Arrangements

- 3.1 **School** will set the charge within the following principle:
- 3.2 Lettings will include the cost of the Site Manager's attendance, heating & lighting, wear & tear and administration.
- 3.3 Deposits: A minimum deposit of 10% will be required to guarantee bookings at the time of application. The balance of payment should be payable no later than 10 days prior to the hiring taking place.
- 3.4 VAT will be charged as required, in accordance with VAT rules.
- 3.5 Hirers will be given a minimum of 28 days' written notice of **School** intent to increase the letting charge.
- 3.6 Charges will be reviewed annually.

4. Insurance

- 4.1 All hirers must provide an original insurance cover note, which demonstrates Public Liability Cover for a minimum of £5,000,000. This document must be sent to **School** before this agreement is signed.

5. Regulations

- 5.1 All persons hiring/using the premises will be expected to conform to relevant Health & Safety regulations and will be required to follow the instructions of the Site Manager, or his representative, at all times.
- 5.2 Smoking is not allowed on site at any time.
- 5.3 A representative of the organisation utilising the premises must complete a risk assessment form for the activity to be carried out and return it to

School. The risk assessment form must state the maximum number of people who will be on site.

6. Termination

- 6.1 The termination notice period for a single event will be 14 days, and 28 days for a regular booking. In the event of breach of agreement, **school** reserves the right to terminate the agreement with immediate effect.

7. Staffing

- 7.1 Where the premise is being used for a service that relates to contact with children the staff concerned (whether volunteers or paid workers) are subject to the policies of Hertfordshire County Council's Safeguarding Board and the legal rules and procedures defined by [The Safeguarding Vulnerable Groups Act 2006](#) and any subsequent Acts pertinent to the service provided.
- 7.2 The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered.
- 7.3 If the Service involves the care of children as defined by Ofsted Regulations, then the qualifications of staff and managers shall be subject to the National Childcare Standards currently prevailing.

8. Monitoring

- 8.1 Both parties under this Letting Agreement will meet on a regular basis to maintain a dialogue and communication channels to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity.
- 8.2 The school shall be responsible for initiating formal procedures to deal with complaints that are of a serious nature utilising the schools existing disciplinary and grievance procedures.

9. Disputes

- 9.1 If a dispute arises between the parties of this Letting Agreement every effort will be made to achieve a local resolution. If unsuccessful, disputes should be referred progressively through senior levels of management.

10. Complaints Policy

- 10.1 The hirer must communicate its complaints procedure to all service users.

11. General Terms

- 11.1 **School** must be first consulted before the name of the building is used on any promotional/marketing/advertising material, related to the letting.

12. Signatures

We agreed to the terms and conditions above:

.....
NAME
School

DATE

.....
NAME
Hirer

DATE



**Terms and Conditions
under which
Accommodation and Services
can be Provided (LT02)**

(Referred to in the Application To Hire Form - HIRE AGREEMENT)



Hirer's Checklist

Contact the school for clarification and any of the points made below.

- Thoroughly read the Terms and Conditions of Hire booklet **LT02**
- Sign the Hire agreement confirming your full compliance with the terms and conditions of hire in **LT02**, and return the hire agreement to the school
- **Check you are covered by the school's Public Liability Insurance for Hirers - if not you will have to provide your own Public Liability Cover as a condition of Hire**
- Ask the school for details of their Public Liability Insurance Scheme for Hirers if you would like this
- If you are providing your own insurance, send a copy of your cover note to the school before the hire period
- If alcoholic drinks are being provided you must:
 - inform the school at the time of booking
 - **obtain a Drinks Licence from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)**
 - notify the local police one week before the event
 - ensure no alcohol is supplied to persons under 18
 - ensure no one is admitted to the function after 10:30 pm

nb. Licensees are responsible for running the bar and its conduct

- if you are arranging a Public Performance such as a play, concert or dance and in the event of tickets being sold at the door or paid at the door:
 - **obtain an Entertainment's Licence from your local District or Borough Council well in advance of the event allowing a minimum of 28 days. For further clarification, please contact your District or Borough Council.**
 - Ensure copyrights are not infringed and all appropriate returns are made to the Performing Rights Society



- If you are using kitchen facilities check you have received 'Guidelines for the Safe Preparation of Food **LT03**' from the school, and have discussed your catering requirements with Head of Kitchen prior to the hiring
- Ensure that all your activities including pre-publicity of the event conform to statutory fair trading controls (contact Trading Standards Department 01438 737300 or hertsdirect.org for further details)

Maximum Capacity for school functions

- there are no broad guidelines as each school is individually assessed
- the school should either arrange for the Local Licensing Officer to visit them independently or with the Fire Brigade
- advice will be given on the number/siting of exits, evacuation speed and occupancy figures

2. CARE OF THE PREMISES

- 2.1 The Hirer shall indemnify the school and the County Council from and against all costs, claims, expenses or damage incurred or suffered by the school or County Council arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school
- 2.2 The Hirer is required, in addition, to take out Public Liability Insurance, and to let the school have a copy of the cover note in advance of the hiring, unless they purchase cover through the school's annual Public Liability Insurance policy.
- 2.3 Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of hire. Even though the cost is repaid to Governors and County Council, considerable inconvenience is caused for other persons wishing to use the building.
- 2.4 The Governors wish to emphasise, therefore, that it is the responsibility of the Hirer to ensure that maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.

- 2.5 If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.
- 2.6 The Caretaker on duty, or some other person designated by the Headteacher of the school is responsible to, and the representative of, the Governors for the care of the premises.

3. PRIVATE PROPERTY

No responsibility can be accepted by the Governors or the County Council for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.

4. PAYMENT

- 4.1 When the booking is made, the Hirer shall pay 10% of the hire charge by way of a deposit. This will not be returned in the event of a cancellation by the Hirer.
- 4.2 Payment of the balance of the full amount of the charge for the use of the accommodation and services shall be made not later than ten working days before the date on which the accommodation and services are to be used by the Hirer.
- 4.3 The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment.

5. INSTALLATIONS AND USE OF PREMISES

- 5.1 The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the Governors in writing.
- 5.2 No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Governors in writing.
- 5.3 The Hirer shall confine his/her activities to the accommodation and equipment hired, and is not to use any other part of the school except insofar, as is necessary for access purposes.



- 5.4 Users of premises must remember that the school is primarily intended for education and much trouble and work will be saved if the premises are treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 5.5 The hire of a particular room will normally include the use of the furniture usually present in the room without further charge, but at the end of the let it is the Hirer's responsibility, under the direction of the Caretaker or other representative of the Governors, to move the furniture back to its original position or to such a place as will facilitate cleaning (usually this will mean stacking it to the side). Failure to do this may result in an extra charge for the additional time spent in cleaning.
- 5.6 Hirers must comply with no-smoking requests.
- 5.7 No application will be granted for any purpose, which may jeopardise the insurance of the school.

6. MAXIMUM ATTENDANCE

- 6.1 For information on the maximum number of persons to be admitted to a meeting contact your Local Licensing Officer (address available from the school)
 - **there are no broad guidelines as each school is individually assessed**
 - **the school should either arrange for the Local Licensing Officer to visit them independently or with the Fire Brigade**
 - **advice will be given on the number/siting of exits, evacuation speed and occupancy figures**
- 6.2 The number of chairs suitable for adults in Primary schools is usually less than the maximum capacity of the hall. Subject to 5.1 additional chairs may be brought in by the Hirer at his/her own expense. The Headteacher should be consulted about times of delivery and removal.

7. USAGE OF SCHOOL PREMISES ON SUNDAYS OR BANK HOLIDAYS



No application for the use of the premises shall be granted for Sundays or Bank Holidays, except with the consent of the Chairman of the Governing Body. Where consent is given, the use of the school premises end at 10:00 pm. An extension of this may be approved in special circumstances and prior notice should be given.

8. TERMINATION

- 8.1 If the Governors are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Governors.
- 8.2 The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- 8.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 8.4 The Governors and County Council also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
- 8.5 In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and County Council shall have no further liability in that respect.

9. CHANGES IN CHARGES

The Governors reserve the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and 10% initial payment, after giving one month's notice in writing of their intention to do so. Once



the Governors have given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded.

10. FAILURE TO USE ACCOMMODATION

In the event of the accommodation and/or services not being used by the Hirer, or not used in full as booked, no money that has been paid shall be refunded apart from the deposit, providing there are no damages.

11. USE AND TIMES

The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form.

12. COPYRIGHT

It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 020 7580 5544)

12. PUBLIC PERFORMANCES etc

12.1 If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions. The school may have taken out an annual licence for public music and dancing, in which case a separate application is not required, but it is the Hirer's responsibility to confirm that this is the case.



- 12.2 Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice (see 5.1 above).

13. GYMMNASIUM

- 13.1 Gymnasium, or other part of the premises for sporting or other physical activities entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.

14 ALCOHOLIC DRINKS

- 14.1 If alcoholic drinks are to be served at a function:
14.2 The Hirer must inform the school of this at the time of booking the accommodation.
14.3 The Hirer must also inform the local Chief Officer of Police at least one week before the event.
14.4 No person may be admitted after 10:30 pm.
14.5 Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
14.6 If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions.
14.7 In order to obtain a Drinks Licence the Hirer should either contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)
14.8 The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

15 USE OF KITCHEN FOR THE PREPARATION OF MEALS

- 15.1 It is advisable for the Hirer to discuss their catering requirements directly with the Head of Kitchen before the letting.
15.2 The Hirer's attention is drawn to the 'Guidelines for the Safe Preparation of Food LT03' which is available from the school

16 OUTSIDE EQUIPMENT

- 16.1 The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the *Governors*.

17 RACE RELATIONS ACT 1976

- 17.1 The hirer must:
- 17.2 Read the terms of Section 71 of the Race Relations Act 1976 (see 17.5)
- 17.3 Undertake to use their best endeavour to ensure nothing occurs during or in consequence of the hiring which would prejudice the *Governors'* or the County Council's obligations under Section 71 or other sections.
- 17.4 Be aware that the *Governors* and the County Council reserve the right to refuse future applications if this undertaking above is not met.
- 17.5 "Section 71: Without prejudice to their obligation to comply with any other provision in this Act, it shall be the duty of every Local Authority to make appropriate arrangements with a view to securing that their functions are carried out with due regard to the need (a) to eliminate unlawful racial discrimination, and (b) to promote equality of opportunity, and good relations, between persons of different racial groups."

Policy Review

This policy was last reviewed and agreed by the Resources Committee / Governing Body:

Adopted by Governing Body	January 2016
Review date	January 2019